

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF COMPLETION AGREEMENT

375-040-25
PROCUREMENT
OGC - 08/02

Contract No. ANZ55
Financial Project I.D. 418643-5-58-01
Vendor No. 5918604200
Procurement No. _____
DMS Catalog Class No. _____

THIS CERTIFICATION OF COMPLETION AGREEMENT, made and entered into this 28th day of February, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "Department," and the Board of County Commissioners of Nassau County duly authorized to conduct business in the State of Florida, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Department and the Consultant heretofore on May 13, 2005, entered into an Agreement whereby the Department retained the Consultant to furnish certain services in connection with the CR 121 Widening & Resurfacing from Duval County line to SR 15/US1/US301 in Nassau County, Florida (Supplement Agreement No. 1 changed the limits of CR121 project from Duval County line to CR108 (Carroll's Corner)) ; and

WHEREAS, the services which the Consultant agreed to furnish are 100% complete, for which the Consultant is entitled to a fee of \$ 6,027,150.00 detailed as follows:
Milling, Widening, and resurfacing of CR 121 from Duval County Line to CR108 (Carroll's Corner) which is distance of approximately 19.2 miles.

and;

WHEREAS, there has been previously paid to the Consultant under the terms of said Agreement the sum of \$ 6,027,150.00

- Leaving a balance of \$ 0.00 still due and payable to the Consultant by the Department;
- Leaving an overpayment of \$ _____ due and payable to the Department by the Consultant;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Consultant, does hereby agree with the Department to the completion of the Agreement dated 5/13/2005, and all amendments and supplemental agreements thereto, except for those provisions wherein the Consultant agrees to protect, indemnify, defend, save, and hold harmless the Department from all claims, demands or liabilities which may arise out of or because of said Agreement, which provisions will remain in full force and effect. The Consultant agrees that the amount to be paid is the final payment due for services rendered pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS, NASSAU CO

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Consultant

BY:

Marianne Marshall

Authorized Signature

Marianne Marshall

(Print/Type)

Title: Chair

BY:

Ernest Garcia

(Print/Type)

Ernest Garcia, PE
DIST. CONST. SUPPORT ENG.

Title:

Contracting Office Approval:

ATTEST TO THE CHAIR'S SIGNATURE:

John A. Crawford
JOHN A. CRAWFORD
EX-OFFICIO CLERK

APPROVED BY CHIEF DEPUTY COMPLIANCE / ACCOUNTABILITY

David A. Hallman
DATE

APPROVED AS TO FORM BY
NASSAU COUNTY ATTORNEY:

David A. Hallman
DAVID A. HALLMAN